

Staff Summary Report



To: Mayor and City Council
Through: City Manager

Agenda Item Number 7
Meeting Date: 02/15/01

SUBJECT: APPROVAL OF A PROFESSIONAL SERVICES CONTRACT

PREPARED BY: Fred Brittingham, Principal Planner (480-350-8331)
Bonnie Richardson, Neighborhoods and Urban Design Manager (480-350-8585)

REVIEWED BY: Dave Fackler, Development Services Manager (480-350-8333)

BRIEF: Request approval of a professional services contract with OTAK Incorporated for review of city regulatory documents and rewrite of the Zoning Ordinance.

COMMENTS: **ZONING ORDINANCE (0411)** Request approval of a professional services contract with OTAK Incorporated, in the amount of \$91,986.00 for the first phase of the review of city regulatory documents and rewrite of the Zoning Ordinance, Project No. PLC-2001.01 and, contingent upon budget approval in the 2001-2002 budget cycle, \$144,127.00 for the second phase.

Document Name: 20010215devsrh03 **Supporting Documents:** Yes

SUMMARY: This request is the culmination of our efforts to initiate a re-write of Zoning Ordinance 808. OTAK Incorporated was selected after going through a Request for Qualifications process. OTAK is a nationally recognized multi-discipline firm with offices in three states. The contract is to be administered in two phases:

Phase One entails establishing a steering committee of affected stakeholders, extensive research, out reach, interviews, public information gathering, creating draft ordinances and building a consensus on potential regulatory changes.

Phase Two, entails preparing a draft ordinance and presenting it to the affected stakeholders and general public through the appropriate public hearing processes. The money for Phase One is in our current budget and Phase Two is included in the CIP budget for 2001-2002. Although the contract covers both Phase One and Phase Two, Phase Two is contingent upon budget approval and performance.

FISCAL NOTE: Phase One will be awarded at a cost of \$91,986.00. An additional \$30,000 will be encumbered from the funding for Phase One to cover the cost of out reach, mailings, advertisements, public meetings, copies etc. Phase Two is scheduled to commence in the next fiscal year and will be awarded based on performance criteria established in the contract and availability of funds. Phase Two has a cost of \$144,127. The budget also includes an additional \$ 56,000 to cover the Phase Two portion of the associated costs noted above as well as the publication and distribution of the final document.

RECOMMENDATION: Approval of contract

ATTACHMENTS:

**Contract with Supplemental
Consultant's Letter, Exhibit A (Scope of Services), Exhibit B (Cost Estimate), Exhibit C, (Schedule)**

CITY OF TEMPE, ARIZONA
DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION

CONTRACT FOR PROFESSIONAL SERVICES (OTHER)

THIS CONTRACT is made and entered into on the 15th day of January, 2001, by and between the City of Tempe, hereinafter called CITY, and OTAK, INCORPORATED, hereinafter called the CONSULTANT.

The CITY engages the CONSULTANT to perform professional services for a project known and described as Zoning Ordinance Re-Write, Project No. PLC#2001.01, hereinafter called the "Project".

SECTION I - SERVICES OF THE CONSULTANT

The CONSULTANT shall perform the following professional services in two phases to CITY standards and in accordance with the degree of care and skill that a registered professional in Arizona would exercise under similar conditions:

- A. Phase One: The CONSULTANT shall conduct research of existing City Ordinances and other communities ordinances, conduct out reach and public hearings, gather information, produce draft versions of the ordinance and create appropriate graphics. See Exhibit "A" for a detailed scope of work.
- B. Phase Two: Contingent upon funding and performance, Phase Two shall consist of preparing a draft ordinance and presenting it to the affected stakeholders and general public. The CONSULTANT shall assist the staff with taking the document through the appropriate public hearing processes to achieve adoption of the final ordinance. As a minimum the ordinance shall include: parking, land uses, landscaping, signage, definitions and procedures elements. It may also include incorporation of the Design Review Ordinance and CPTED Ordinance provisions into the revised ordinance. See Exhibit "A" for a detailed scope of work.

SECTION II - PERIOD OF SERVICE

The CONSULTANT shall complete Phase One within 6 months of the execution of the contract. The CONSULTANT shall complete Phase Two within 18 months of the execution of the contract. In the event delays are experienced beyond the control of the CONSULTANT, the schedule may be revised as mutually agreed upon by the CITY and the CONSULTANT. See "Exhibit C" for specific time frames.

SECTION III - CONSULTANT'S COMPENSATION

- A. The contract is structured in two phases. Upon successful completion of Phase One, subject to funding in the 2001/2002 City budget, Phase Two will commence. The method of payment for this CONTRACT is payment by installments as each task listed in the cost estimate is completed. Payments are as detailed in Exhibit B attached. Compensation for the services performed in Phase One shall not exceed \$91,986.00. Compensation for Phase Two shall not exceed \$144,127.00. Total compensation shall not exceed \$236,113.00 plus approved adjustments.
- B. CITY shall pay the CONSULTANT based upon monthly progress reports and detailed invoices submitted by the CONSULTANT. Such payments to be made to the CONSULTANT within thirty (30) days after receipt of the progress report and detailed invoice.

SECTION IV - THE CITY'S RESPONSIBILITIES

- A. The CITY shall designate a project manager during the term of this CONTRACT. The project manager has the authority to administer this CONTRACT and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by the CITY on any aspect of the work shall be directed to the project manager.
- B. The CITY shall review submittals by the CONSULTANT and provide prompt response to questions and rendering of decisions pertaining thereto, to minimize delay in the progress of the CONSULTANT'S work. The CITY will keep the CONSULTANT advised concerning the progress of the CITY'S review of the work. The CONSULTANT agrees that the CITY'S inspection, review, acceptance or approval of CONSULTANT'S work shall not relieve CONSULTANT'S responsibility for errors or omissions of the CONSULTANT or it's sub-consultant(s).
- C. Unless included in the CONSULTANT'S Services as identified in Section I, the CITY shall furnish the CONSULTANT gratis, the following information or services for this Project:
 - 1. One copy of its maps, records, ordinances, general plan or other data pertinent to the services. However, the CONSULTANT shall be responsible for searching the records and requesting specific drawings or information and independently verifying said information.
 - 2. Available City data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.

SECTION V - TERMINATION

The CITY, at its sole discretion, may terminate this CONTRACT for convenience or abandon any portion of the Project for which services have not been performed by the CONSULTANT, upon fourteen (14) days written notice delivered to CONSULTANT personally or by certified mail at 36N. Fourth St. Carbondale, CO. 81623, Attn: Roger Millar. This CONTRACT may be terminated pursuant to ARS Sec. 38-511.

Immediately after receiving such notice, the CONSULTANT shall discontinue advancing the services under this CONTRACT and proceed to close said operations under this CONTRACT. The CONSULTANT shall appraise the services it has completed and submit an appraisal to the CITY for evaluation. The CITY shall have the right to inspect the CONSULTANT'S work to appraise the services completed.

CONSULTANT shall deliver to the CITY all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the CONSULTANT under the CONTRACT, entirely or partially completed, together with all unused materials supplied by the CITY.

In the event of such termination or abandonment, the CONSULTANT shall be paid for services performed prior to receipt of said notice of termination including reimbursable expenses then incurred.

If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by the CONSULTANT based upon the scope of work set forth in Exhibit A, and shall be agreed upon mutually by the CONSULTANT and the CITY. However, in no event shall the fee exceed that set forth in Section III of the attached CONTRACT.

The CITY shall make final payment within sixty (60) days after the CONSULTANT has delivered the last of the partially completed items and the final fee has been agreed upon.

In the event this CONTRACT is terminated, the CITY shall have the option of completing the work, or entering into a CONTRACT with another party for the completion of the work according to the provisions and agreements herein.

SECTION VI - SUPPLEMENTAL CONTRACT PROVISIONS

The supplemental contract provisions to this CONTRACT are attached hereto and incorporated herein by reference as if fully set forth.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT this _____ day
of _____, _____.

CITY OF TEMPE, ARIZONA

By _____
Mayor

By _____
Development Services Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

The CONSULTANT warrants that the person who is signing this CONTRACT on behalf of the CONSULTANT is authorized to do so and to execute all other documents necessary to carry out the terms of this CONTRACT.

CONSULTANT
Otak, Incorporated

Name

Title

Federal I.D. No. /Social Security No.

Certified to be a true and exact copy.

Karen M. Fillmore
Records Specialist

CITY OF TEMPE, ARIZONA
DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION

SUPPLEMENTAL CONTRACT PROVISIONS

SECTION I - INSURANCE

Without limiting any of their obligations or liabilities, the CONSULTANT, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to the CITY. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-. Use of alternative insurers requires prior approval from CITY.

A. General Clauses

1. **Additional Insured.** The insurance coverage, except Workers' Compensation and Professional Liability, required by this CONTRACT, shall name the CITY, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded the CONSULTANT shall be primary insurance, and that any self insured retention and/or insurance coverage carried by the CITY or its employees shall be excess coverage, and not contributory coverage to that provided by the CONSULTANT.
2. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of this CONTRACT are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this CONTRACT, at the sole discretion of the CITY.
3. **Primary Coverage.** The CONSULTANT's insurance shall be primary insurance as respects CITY and any insurance or self insurance maintained by CITY shall be excess of the CONSULTANT'S insurance and shall not contribute to it.
4. **Claim Reporting.** Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect City.
5. **Waiver.** The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against CITY, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the CONSULTANT.

6. **Deductible/Retention.** The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to CITY under such policies. The CONSULTANT shall be solely responsible for deductible or self-insured retentions and the CITY may require the CONSULTANT to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
7. **Policies and Endorsements.** CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the above policies or endorsements. CITY shall not be obligated, however, to review same or to advise CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONSULTANT from, or be deemed waiver of CITY'S right to insist on, strict fulfillment of CONSULTANT'S obligations under this CONTRACT.
8. **Certificates of Insurance.** Prior to commencing services under this CONTRACT, CONSULTANT shall furnish CITY with Certificates of Insurance, or formal endorsements as required by the CONTRACT, issued by CONSULTANT'S insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this CONTRACT are in full force and effect. Such certificates shall identify this CONTRACT number and shall provide for not less than thirty (30) days advance written notice by Certified Mail of Cancellation or Termination. Such certificates shall be sent directly to:

City of Tempe
Development Services Department
Planning Division
31 E. 5th Street
Tempe, Az 85281
Attn: Fred Brittingham
9. **Sub-Consultants/Contractors.** CONSULTANT shall include all sub-consultants and sub-contractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-consultant and sub-contractor.

B. Workers' Compensation

The CONSULTANT shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONSULTANT employees engaged in the performance of the Services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. See Exhibit "B" attached for an affirmative representation on the CONSULTANT not carrying Worker's Compensation insurance.

In case services are subcontracted, the CONSULTANT will require the Sub-consultant to provide Workers' Compensation and Employer's Liability to at least the same extent as provided by CONSULTANT.

C. Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000, each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the CONSULTANT services. Coverage will be at least as broad as coverage Code 1 "any auto" (Insurance Service Office policy form CA 0001 1/87 or any replacements thereof). Such coverage shall include coverage for loading and unloading hazards.

D. Commercial General Liability

Commercial General Liability insurance with unimpaired limit of not less than \$1,000,000 for each claim with a \$2,000,000 General Aggregate limit. The general aggregate limit shall apply separately to the Services under this CONTRACT or the general aggregate shall be twice the required per claim limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this CONTRACT which coverage will be at least as broad as Insurance Service Office policy form CG 0002 1-11-88 or any replacement thereof.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Services as evidenced by annual Certificates of Insurance.

Such policy shall contain a "severability of interests" provision (aka "Cross liability" and "separation of insured").

E. Professional Liability

The CONSULTANT retained by the CITY, to provide the engineering services required by the CONTRACT will maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the CONSULTANT or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim and \$1,000,000 all claims. In the event the insurance policy is written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of Services as evidenced by annual Certificates of Insurance.

F. Property Coverage – Valuable Papers

Property coverage on all-risk, replacement cost, agreed amount form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the CONSULTANT used in the completion of this CONTRACT.

SECTION II - OWNERSHIP OF DOCUMENTS

All work products (electronically or manually generated) including but not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect all final drawings, and other related products which are prepared in the performance of this CONTRACT are the property of the CITY and are to be delivered to the CITY before the final payment is made to the CONSULTANT. The CITY shall retain ownership of these original drawings, however, if approved in writing by the CITY, the CONSULTANT may retain the original drawings and supply the CITY with reproducible mylar. CONSULTANT shall endorse by his/her professional seal all plans and special provisions furnished by him/her.

In the event these documents are used for another project without further consultations with the CONSULTANT, the CITY agrees to indemnify and hold the CONSULTANT harmless from any claim arising from the reuse of the documents. The CITY shall remove the CONSULTANT'S seal and title block from such documents.

SECTION III - CONFLICT OF INTEREST

The CONSULTANT agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, existing prior to the execution of this CONTRACT. Further, the CONSULTANT agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, if the CONSULTANT gains such interest during the course of this CONTRACT.

If the CONSULTANT gains financial or economic interest in the Project during the course of this CONTRACT, this may be grounds for terminating this CONTRACT. Any decision to terminate the CONTRACT shall be at the sole discretion of the CITY.

The CONSULTANT shall not engage the services on this CONTRACT of any present or former CITY employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this CONTRACT.

The CONSULTANT agrees that it shall not perform services on this Project for the contractor, subcontractor, or any supplier.

The CONSULTANT shall not negotiate, contract, or make any agreement with the contractor, subcontractor, or any supplier with regard to any of the work under this Project, or any services, equipment or facilities to be used on this Project.

SECTION IV - COVENANT AGAINST CONTINGENT FEES

The CONSULTANT affirms that he has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT to solicit or secure this CONTRACT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the CONTRACT.

For breach or violation of this clause, the CITY may terminate this CONTRACT without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

SECTION V - INDEMNIFICATION

To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the CITY, its agents, officers, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes, omissions, work, services, or professional services of the CONSULTANT, its agents, employees, or any other person (not the CITY) for whose negligent acts, errors, mistakes, omissions, work, services, or professional services the CONSULTANT may be legally liable in the performance of this contract. CONSULTANT'S duty to defend, hold harmless and indemnify the CITY, its agents, officers, officials, and employees shall arise in connection with any claim for damage, loss, or expenses that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this contract by CONSULTANT or any employee of the CONSULTANT, or any other person (not the CITY) for whose negligent acts, errors, mistakes, omissions, work, or services the CONSULTANT may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

SECTION VI - DISPUTE RESOLUTION

In the event of a dispute concerning questions of fact that arise during the course of the CONTRACT, the parties will meet in good faith to attempt to resolve such questions. The final determination will be made by the CITY.

SECTION VII - ADDITIONAL SERVICES

Additional services which are outside the scope of basic services contained in this CONTRACT, shall not be performed by the CONSULTANT without prior written authorization from the CITY. Additional services, when authorized by an executed contract or an Amendment to this CONTRACT shall be compensated for by a fee mutually agreed upon between the CITY and the CONSULTANT.

SECTION VIII - SUCCESSORS AND ASSIGNS

This CONTRACT shall not be assignable except at the written consent of the parties hereto and it shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

SECTION IX- SPECIAL PROVISIONS

The CONSULTANT shall comply with all applicable Federal, State, and local laws and ordinances at the time the plans are sealed, and will not discriminate against any person on the basis of race, color, or national origin in the performance of this CONTRACT, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354.

The Consultant further agrees to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provisions shall constitute a material breach of this CONTRACT.

This CONTRACT shall be in full force and effect only when it has been approved by the City Council of the City of Tempe, Arizona, and when executed by the duly authorized City officials and the duly authorized agent of the CONSULTANT.



January 28, 2001

Fred Brittingham and Bonnie Richardson
Development Services Department
City of Tempe
31 East Fifth Street
Tempe, AZ 85280

Re: ***Regulatory Document Rewrite — Otak Project No. 10578***

Dear Fred and Bonnie:

We at Otak were pleased to receive your letter of January 16, 2001 notifying us of our selection as your consultant for the Regulatory Document Rewrite project. Per your request I have attached our proposal for your review. Included are:

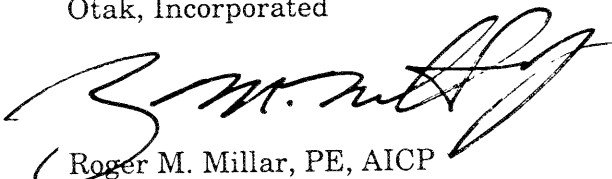
Exhibit A - Proposed Scope of Services
Exhibit B - Cost Estimate
Exhibit C - Proposed Schedule

We are ready to begin Phase I activities upon notice to proceed from the City. As we have discussed, the details of Phase II will be negotiated once Phase I provides us with a clearer picture of the work to be accomplished. The Phase II scope, estimate, and schedule attached are for planning purposes.

Please let me know if you would like additional detail. We look forward to commencing work with you on this exciting project.

Sincerely,

Otak, Incorporated



Roger M. Millar, PE, AICP
Principal

c. Scot Siegel, Project Manager



ARCHITECTURE
ENGINEERING
GIS
LANDSCAPE
ARCHITECTURE
PLANNING
SURVEYING &
MAPPING
URBAN DESIGN

36 n fourth street
carbondale, colorado 81623-2012
(970) 963-1971
fax (970) 963-1622

www.otak.com

Project Purpose

The purpose of the City of Tempe Regulatory Document Rewrite project is to help implement Tempe's vision of *smart growth*. Tempe does not have the option to grow "out", because the city is landlocked by other jurisdictions. The new urban code will need to address how the city grows "up" through redevelopment and compatible infill. This will be facilitated through revisions to the City of Tempe:

- Zoning Ordinance,
- Engineering Design Criteria,
- Crime Prevention Environmental Design Guidelines, and
- Design Review regulations.

"Smart Growth" ordinances encourage efficient land use, resource conservation, transportation options, sustainable building practices, mixed-use development, and human-scale design. Otak and City staff will work with community stakeholders to identify regulatory barriers to smart growth and propose changes to the above regulations. Otak will assist with adoption of the updated ordinances.

Project Understanding

The Regulatory Rewrite Project is expected to focus on three themes:

Update the zoning ordinance and Tempe's design standards — Existing ordinances will be reviewed and obstacles to smart growth will be identified based on agreed upon criteria. For example, zoning regulations that separate compatible land uses, encourage low density development, or promote automobile-dependency, will be identified and alternative language will be recommended. Otak's involvement in the Multi-modal Transportation Plan will help to ensure that new development ordinances are consistent with the objective to integrate land use and transportation policies.

Unify Tempe's development standards — The separation of, and lack of consistency between, the City's zoning, subdivision, crime prevention, design review, and engineering standards has made the development review process difficult, inefficient at times, and unpredictable for applicants and staff. Built-in code conflicts (e.g., between engineering standards, and guidelines for urban design and crime prevention), excessive requirements (e.g., parking minimums), and subjective guidelines and approval criteria (e.g., Planned Area Development, variances, etc.) may be discouraging smart growth. The code audit will chart a course for reconciling these differences, and the final code rewrite product will unify all of the regulations that city uses in its development process.

Simplify and streamline the development review process — Development codes have to balance specificity and certainty with flexibility and adaptability. Smart growth is constantly taking new forms and improving. Big boxes are evolving into mixed-use entertainment centers. Malls are turning themselves "inside-out", using storefronts to mimic traditional downtowns. Brownfields are being converted into urban villages with housing, retail, entertainment, and civic uses. Dot-com companies are spawning research

and development centers in old industrial districts. Because the real estate market evolves rapidly, it is difficult to predict the development products of the future. Ordinances that clearly and consistently describe the city's expectations, while providing options and incentives, can ensure an efficient and effective development review process in an ever changing market.

Implement Smart Growth consistent with community needs and state statutes — Tempe has begun the transition to smart growth. The City's downtown development and mixed-use zones are examples of that. The Otak team will work with the City to ensure that future amendments and reformatting of the code comply with the letter and spirit of Arizona's Smart Growth laws.

Scope of Work

The two project phases — *Phase 1-Review* and *Phase 2-Rewrite* — accomplish three fundamental needs of the project: getting off to a good start with clear goals and policy direction; organizing new code ideas in manageable parts that fit the community and the city's departments; and bringing the parts together into a coordinated whole.

The following Scope of Work describes the purpose, work to be accomplished, City/Otak roles, and Otak's deliverables for each task. All written work products, including memoranda, meeting agendas, reports and graphics, will be delivered to the City of Tempe in electronic Word/Wordperfect format, unless otherwise specified. By request, graphics may be delivered in .tif, .pdf, or .jpeg format.

Phase 1 - Regulatory Document Audit and Work Plan

The Regulatory Document Audit is a comprehensive review of the City of Tempe:

- Zoning Ordinance,
- Engineering Design Criteria,
- Crime Prevention Environmental Design Guidelines, and
- Design Review regulations.

Task 1 - Project Start-up

The purpose of Task 1 is to get the project off to a good start, plan the public involvement process, and develop a mission statement based on feedback from city departments. The project "team" includes the city's project manager(s), Otak's principal-in-charge and project manager. This task assumes one visit to Tempe by Otak staff.

Work to be Accomplished by Otak

- participate in project team kick-off meeting and assist City with public involvement planning
- participate in one interdepartmental work session (e.g., current planning, neighborhood and urban design planning, public works, redevelopment, fire, police, parks, others) - brainstorm regulatory issues
- conduct first-level review of existing regulations

- prepare memorandum with first-level regulatory review and work session issues
- prepare project mission statement
- prepare project schedule

Work to be Accomplished by City

- appoint the project advisory committee and provide copy of committee list to Otak
- collect plans and regulatory documents and deliver to Otak
- review and comment on mission statement
- plan meeting logistics and prepare summaries for kick-off meeting and interdepartmental work session

Otak's Deliverables

- summary memorandum with first-level regulatory review and work session issues
- project mission statement
- project schedule

Task 2 - Goals and objectives - code audit criteria

The purpose of Task 2 is to draft the goals and objectives, or code audit “criteria”, that will guide the regulatory review. The goals and objectives must have buy-in from the project team, city departments, project advisory committee, and Planning and Zoning Commission. This task assumes one visit to Tempe by Otak staff.

Work to be Accomplished by Otak

- prepare sample list of goals and objectives - draft memorandum
- participate in one team meeting to discuss and refine the goals and objectives
- prepare advisory committee meeting agenda and participate at one advisory committee meeting to refine and build consensus on the goals and objectives
- prepare revised goals and objectives memorandum
- draft or news release for public outreach (e.g., city web site, newsletter, etc.)

Work to be Accomplished by City

- present project update with preliminary goals and objectives to Planning and Zoning Commission, receive input, and provide feedback to Otak
- provide logistics and meeting summaries for team meeting and advisory committee meeting
- coordinate public outreach, including any newsletters or web information

Otak's Deliverables

- sample list of goals and objectives - draft memorandum
- revised goals and objectives memorandum
- advisory committee meeting agenda
- draft article or news release for public outreach (300-600 words)

Task 3 - Regulatory audit - identify problems and potential solutions

The purpose of Task 3 is to audit Tempe's development regulations based on the goals and

objectives prepared in Task 2 and community stakeholder input. Community input will consist of stakeholder interviews, neighborhood tours and self-directed photo surveys, focus group meetings, and interdepartmental work sessions, as described below. The project team will meet up to three times during this task to review draft work products and plan stakeholder participation. The project advisory committee will review a Draft Regulatory Audit Report before a revised report is presented to the Planning and Zoning Commission. This task assumes two visits to Tempe by Otak staff for meetings and fieldwork.

Work to be Accomplished by Otak

- conduct second-level review of regulatory documents, organize code chapters and sections into code audit report template
- prepare questionnaire for stakeholder interviews
- conduct stakeholder interviews (up to 10 telephone interviews) and prepare interviews summary
- tour neighborhoods (allow one day in field)
- assist city in planning self-directed photo surveys by neighborhood leaders; analyze results of photo surveys and prepare summary
- prepare agendas for and facilitate up to four focus group meetings organized by city (e.g., with development community, downtown and neighborhood leaders, etc.)
- prepare agendas for and participate at up to two interdepartmental work sessions
- prepare Regulatory Audit Report (Draft #1) based on input from community stakeholders and city staff
- prepare advisory committee meeting agenda and present Draft Regulatory Audit Report to project advisory committee for feedback
- revise Regulatory Audit Report (Draft #2) based on input from project advisory committee and Planning and Zoning Commission (allow two draft revisions)
- participate at up to three team meetings during this task

Work to be Accomplished by City

- review draft code audit report template, and provide comments to Otak
- review stakeholder interview questionnaire, and provide comments to Otak
- review stakeholder interviews summary
- organize tour of neighborhoods (allow one day in field)
- organize and distribute self-directed photo surveys (disposable cameras and survey forms) to neighborhood leaders; coordinate delivery of cameras/prints and forms to Otak for analysis
- organize focus group meetings, including meeting logistics and summaries (e.g., with development community, downtown and neighborhood leaders, etc.)
- provide meeting logistics and prepare meeting summaries for up to two interdepartmental work sessions and three team meetings
- review Draft #1 Regulatory Audit Report, and provide comments to Otak
- provide meeting logistics and prepare meeting summary for project advisory committee meeting
- present Regulatory Audit Report to Planning and Zoning Commission

Otak's Deliverables

- memorandum with draft code audit report template
- questionnaire for stakeholder interviews
- stakeholder interviews summary

- summary of findings from photo survey by neighborhood leaders
- meeting agendas for up to four focus groups
- meeting agendas for up to two interdepartmental work sessions
- Regulatory Audit Report (Draft #1)
- Regulatory Audit Report (Draft #2)

Task 4 - Regulatory concepts and options

The purpose of Task 4 is to build consensus on key regulatory changes identified in Task 3, and document those changes in a summary memorandum. The summary memorandum will contribute to the executive summary prepared in Task 5. This task assumes two visits to Tempe by Otak staff for meetings.

Work to be Accomplished by Otak

- draft Regulatory Concepts and Options memorandum; prepare up to 8 original graphics
- participate in team meeting
- prepare advisory committee agenda and present Regulatory Concepts and Options memorandum to advisory committee
- revise Regulatory Concepts and Options memorandum based on input from the advisory committee

Work to be Accomplished by City

- review Draft Regulatory Concepts and Options memorandum, and provide comments to Otak
- provide logistics for team meeting and advisory committee meeting, and meeting summaries for both
- present revised Regulatory Concepts and Options memorandum to Planning and Zoning Commission for endorsement

Otak's Deliverables

- draft Regulatory Concepts and Options memorandum; including up to 8 original graphics
- advisory committee agenda
- revised Regulatory Concepts and Options memorandum

Task 5 - Work Program for Regulatory Rewrite

The purpose of Task 5 is to compile the work products from Phase I into a final report and prepare a refined work program for Phase II.

Work to be Accomplished by Otak

- refine Phase II work program based on input from city
- compile all Phase I work products, including Phase II work program, into final Phase I Report

Work to be Accomplished by City

- review Phase II work program and provide comments to Otak

Otak's Deliverables

- draft Phase II work program
- revised Phase II work program
- Phase I Report

Phase II - Regulatory Document Rewrite (preliminary scope of work)

The following is a preliminary scope of work for Phase II. The actual scope of work will be confirmed after completing Phase I..

The Regulatory Document Rewrite will follow the work program developed in Phase I, Task 5. The final product is expected to be a unified set of regulations. The final document should be user-friendly and have appropriate formatting, graphics, codification, and cross-referencing. Otak will work with the City to ensure the final product can be accessed and distributed electronically. The City will be responsible for publishing and distributing the final document (i.e., hardcopy reproduction and any electronic publishing).

Task 1 - Detailed outline of regulatory document rewrite

The purpose of Task 1 is to confirm Otak's understanding of the code changes to be completed, and to prepare a detailed outline for a unified development code. The detailed outline will incorporate the key code changes identified in the Phase I Report (i.e., bullet-level language), and section headings from existing codes that are to remain unchanged.

Work to be Accomplished by Otak

- participate at Phase II team kick-off meeting/teleconference
- draft detailed outline of regulatory document rewrite
- revise detailed outline of regulatory document rewrite

Work to be Accomplished by City

- review draft detailed outline of regulatory document rewrite, and provide comments to Otak

Otak's Deliverables

- draft detailed outline of regulatory document rewrite
- revised detailed outline of regulatory document rewrite

Task 2 - Preliminary draft of Unified Development Code

The purpose of Task 2 is to create a working draft of the unified development code for review by the project team and advisory committee. This task assumes three visits to Tempe by Otak staff for project meetings. Otak will revise the draft upon receiving a consolidated and reconciled set of written comments from the City's project manager (i.e., after the first and second project advisory committee meetings).

Work to be Accomplished by Otak

- preliminary Draft Unified Development Code - allow two drafts of each code element; up to four chapters with 12 original graphics
- team meetings - allow up three team meetings (i.e., team meeting precedes advisory committee meeting)
- advisory committee meetings - allow up to three meetings/workshops

Work to be Accomplished by City

- review preliminary draft of Unified Development Code, and provide consolidated and reconciled set of written comments to Otak
- provide logistics and meeting summaries for all team meetings and advisory committee meetings

Otak's Deliverables

- preliminary Draft Unified Development Code - allow two drafts of each code element; up to four chapters with 12 original graphics

Task 3 - Case study test of regulations (optional task)

The purpose of Task 3 is to test the draft regulations through site planning and expert review, and determine whether they are likely to meet community objectives. Possible case study objectives include: visual impact, development cost and lease rate impacts, development review streamlining, government fiscal impact, and infrastructure capacity analysis (e.g., density or floor area increase). This scope of work is intended to provide a generic approach for one case study. It assumes one visit to Tempe by Otak staff. The actual approach, scope, and number of visits may be refined to meet the city's needs.

Example of Work to be Accomplished by Otak (subject to refinement)

- consult with city in selecting case study site
- gather site information, including aerial photograph, topography, land use, infrastructure, and existing site plan (if available)
- review draft regulations and compare to existing regulations for the same site
- re-design site plan (sketch plan)
- consult with city regarding practitioner focus group
- participate at focus group meeting with city staff and development community
- *present plan to Planning and Zoning Commission for mock review (additional work outside scope)*
- analyze impacts of re-design and prepare Case Study Report based on feedback from city staff, focus group, and Otak review

Work to be Accomplished by City

- To be developed

Otak's Deliverables

- To be developed

Task 4 - Public review draft of Unified Development Code

The purpose of Task 4 is to produce a public review draft of the Unified Development Code. Otak will be responsible for revising the preliminary draft based on a consolidated and reconciled set of written comments from the city's project manager. The proposed budget includes one Planning and Zoning Commission briefing, and 80 hours of public meeting preparation and attendance (inclusive of travel time), by Otak's principal-in-charge and project manager.

Work to be Accomplished by Otak

- prepare public review draft of regulations - allow two iterations
- participate at one Planning and Zoning Commission briefing/work session
- prepare meeting agendas, and fact sheet or newsletter, for public meetings
- present draft regulations and answer questions at public meetings, per hours budgeted for this task

Work to be Accomplished by City

- review first iteration of public review draft and provide comments to Otak
- provide logistics and meeting summary for Planning and Zoning Commission briefing/work session
- review meeting agendas, and fact sheet or newsletter, for public meetings and provide comments to Otak
- provide logistics for and facilitate public meetings; provide meeting summaries for all public meetings

Otak's Deliverables

- public review draft of regulations - one preliminary draft and one final draft
- meeting agendas for public meetings
- fact sheet or newsletter (one master copy that the city may adapt for individual meetings)

Task 5 - Public hearing draft of Unified Development Code

The purpose of Task 5 is to refine the draft regulations based on any changes following the public meetings in Task 4, and produce a Unified Development Code that is ready for adoption. This scope of work assumes a limited number of revisions based on approximately 100 hours of code drafting time.

Work to be Accomplished by Otak

- team meeting or teleconference to discuss public input and code refinements
- prepare memorandum confirming Otak's understanding of code changes to be made
- prepare Unified Development Code Public Hearing Draft

Work to be Accomplished by City

- provide consolidated and reconciled written comments to Otak following public meetings.
- review Otak's memorandum regarding changes to be made, and provide comments

Otak's Deliverables

- memorandum confirming understanding of code changes to be made
- Unified Development Code Public Hearing Draft

Task 6 - Adoption

The purpose of Task 6 is to assist the city with public hearings related to adoption of the Unified Development Code, provide any final consultant revisions (limited to approximately 16 hours), and close-out the project. This scope of work assumes Otak participates at one public hearing.

Work to be Accomplished by Otak

- participate at one public hearing (e.g., Planning and Zoning Commission)
- complete final revisions and deliver final product
- close out project

Work to be Accomplished by City

- provide any final comments, consolidated and reconciled, to Otak.
- provide meeting logistics for public hearing

Otak's Deliverables

- Final Unified Development Code product (electronic version, and one camera-ready hardcopy)

Otak, Inc.
Tempe Regulatory Rewrite Project -- 10578
Cost Estimate

Phase	Task	Sub Task	Description	PMC Millar	PM/IR Plow Sigel	Prin LA Hanson	Sr Plnt McMichael	Lscp Arch Litterer	Planner	Proj Asst	Outk Mns	Outk Labor	Outk Exps	Tot Outk Cost	Subcontr Outk No	Subcontr Outk Tot Lib	Subcontr Outk Expenses	Subcontr Outk Total Cost	Phase Tot Lib Mns	Phase Total Exps	Phase Grand Tot	
2			REGULATORY DOCUMENT REWRITE	187.39	87.23	132.83	115.88	71.31	70.47	51.18					175.80							
1	1		Detailed outline of regulatory document rewrite	4	4						8	964			4	703				12	1,698	
	2		Final detailed outline of regulatory document rewrite (based on Phase 1 work program)	4	8						12	1,327			4	700				16	2,027	
	3		Revise outline based on city comments	2	4						24	2,990			8	1,400	190		1,590	34	4,390	200
			Subtotal	10	16						24			3,090								4,590
2			Preliminary draft of Unified Development Code																			
	1		Preliminary draft of regulations (prepare two drafts of each code element - show up to 4 chapters with 12 original graphics)	24	80	16	80	80	160	40	480	41,017			24	4,200				504	45,217	
	2		Team meetings (below 3 meetings)	24	24						48	5,991			12	2,100				60	6,091	
	3		Advisory committee meetings (below 3 meetings/workshops)	24	24						48	5,991			12	2,100				60	6,091	
			Subtotal	72	128	16	80	80	160	40	576	52,999		59,999	48	6,400	500		6,900	624	61,399	7,500
3			Case study list of regulations (Optional Task)																			
	1		Select site (cost estimate based on 1 case study set)	1	1						2	252								2	252	
	2		Final design set plan	2	4						34	2,905								24	3,205	
	3		Facilitate focus group (city staff/development community)	16	16	16					48	6,119			8	1,400				18	7,519	
	4		Impact analysis (e.g. cost, compatibility, design, etc.)	1	8	8					18	1,768								16	1,768	
	5		Case study report	1	8	1					13	1,132								13	1,132	
			Subtotal	28	31	29					115	12,205			8	1,400	50		1,450	123	13,405	3,050
4			Public review draft of Unified Development Code																			
	1		Prepare public meeting agenda	2	40	8	40	40	80	20	230	18,835			16	2,800				246	21,635	
	2		Prepare public meeting agenda	16	16						37	3,984			4	700				36	4,684	
	3		Present draft regulations to public (8 meetings/TEA)	40	40	8	40	40	80	20	242	32,813		32,813	20	3,500	100		3,600	282	26,379	5,000
			Subtotal	58	96									4,500								31,329
5			Public hearing draft of Unified Development Code																			
	1		Team meeting/conference to discuss requirements	4	4						8	968			4	703				12	1,699	
	2		Prepare memorandum confirming Otak's understanding of changes to be made	1	4						5	496								9	1,196	
	3		Prepare public hearing draft	2	20						112	8,139			4	700				128	10,939	
			Subtotal	7	28						125	9,674		9,674	24	4,200	100		4,300	149	13,824	300
6			Adoption																			
	1		Final consultation to be determined	12	12						24	2,992			12	2,100				36	5,094	
	2		Final consultation (revisions and project close out)	4	8						20	1,737			4	700				24	2,437	
			Subtotal	16	20						44	4,729		3,000	18	2,800	100		2,900	60	7,532	1,000
7			Task Description																			
	1		Sub Task Description																			
	2		Sub Task Description																			
	3		Sub Task Description																			
			Subtotal																			
			Phase 2 Subtotal	183	318	53	120	153	320	80	1228	115,342		133,182	174	21,700	950		22,650	1772	127,877	17,500
			Total, Phases 1 & 2	315	605	69	120	197	492	113	1811	180,048		210,940	200	25,000	1,850		26,850	2031	205,063	31,050

Olak, Inc. Tempe Regulatory Rewrite Project -- 10578 Cost Estimate

Phase	Task	Sub Task	Description	PM/Sr PM	Prin LA	Sr PM	Licp Arch	Planner	Proj Asst	Olak Hrs	Olak Labor	Olak Exps	Total Olak Cost	Subcont'r Olak Dollars	Subcont'r Olak Total Lab	Subcont'r Olak Expenses	Subcont'r Olak Total Cost	Phase Total Lab Hrs	Phase Total Exps	Phase Grand Tot
1			REGULATORY DOCUMENT AUDIT AND WORK PLAN																	
	1	1	Project Start-up	4						8	998							8		
		1	Public involvement plan, form advisory committee (city leads)																	
		2	Collect public and regulatory comments, conduct first level	4	24			20	2	50	4,155							50	4,155	
		3	Public involvement meeting, memorandum							32	3,904			4	700			36	4,604	
		4	Team lead off meeting, and interdepartmental brainstorm	16	16				1	5	367							5	367	
		5	Draft mission statement and schedule	4				20	3	25	9,327	2,500	12,027		700	50	750	99	10,277	2,550
			Subtotal	24	48															12,777
2			Goals and objectives - code audit criteria																	
		1	Draft goals and objectives memorandum	8						8	654							8	654	
		2	Team meeting	8						16	1,997							20	2,697	
		3	Advisory committee meeting	8						16	1,997							20	2,697	
		4	Advisory committee meeting	8						16	1,997							20	2,697	
		5	Advisory committee meeting	8						16	1,997							20	2,697	
		6	Public Outreach Materials (e.g., draft article for newsletter and city web site)	2						6	664							6	664	
			Subtotal	20	32				2	54	8,082	2,500	8,582		1,400	100	1,500	62	7,482	10,082
3			Regulatory audit - identify problems and potential solutions																	
		1	Conduct second level review of regulatory documents - organize code chapters into code audit report template	4				16	4	64	5,201							64	5,201	
		2	Prepare interview questionnaire and interview stakeholders (allow up to 10 telephone interviews)	2				40	4	50	3,607							50	3,607	
		3	Neighborhood tours, self directed photo surveys (allow 1 lead day)					16	4	28	1,994							28	1,994	
		4	Focus groups (allow 4 focus group meetings)	16						48	5,310							48	5,310	
		5	Interdepartmental work session (allow 2 meetings)	8				40	2	16	1,997							16	1,997	
		6	Advisory committee meeting	20						68	5,432							80	7,532	
		7	Advisory committee meeting	8						16	1,997							20	2,697	
		8	Advisory committee meeting	8						16	1,997							20	2,697	
		9	Advisory committee meeting	8						16	1,997							20	2,697	
		10	Revised Regulatory Audit Report (allow 2 revisions)	2				20	4	38	3,134							42	3,834	
			Planning and Zoning Commission presentation (city leads)	17						24	2,894							36	2,894	
			Team meetings (allow 3 meetings)	140				132	18	352	31,817	3,000	34,817		3,600	350	3,950	384	37,437	42,787
			Subtotal	54																
4			Regulatory concepts and options																	
		1	Draft regulatory concepts and options memorandum (allow 8 team meetings)	4				40	4	80	6,405							92	6,565	
		2	Advisory committee meeting	8						16	1,997							20	2,697	
		3	Advisory committee meeting	8						16	1,997							20	2,697	
		4	Advisory committee meeting	8						16	1,997							20	2,697	
		5	Advisory committee meeting	8						16	1,997							20	2,697	
			Planning and Zoning Commission presentation, request endorsement of concepts	8				8	4	30	2,578							34	2,778	
			Subtotal	30						16	1,997	3,000	18,935		4,900	350	5,250	186	18,935	23,285
5			Phase I Report with Phase II Work Program																	
		1	Draft work program based on city comments	4						16	1,656							20	2,356	
		2	Compile all Phase I work products in final Phase I Report	7				4	2	8	548							8	548	
			Subtotal	4						24	2,205	100	2,305		700	50	750	28	2,855	3,095
6			Phase I Subtotal																	
		1	Sub Task Description																	
		2	Sub Task Description																	
		3	Sub Task Description																	
			Subtotal																	
			Phase I Subtotal	132	288	16	44	172	33	683	64,886	13,100	77,986	76	13,300	900	14,200	758	77,886	91,988

City of Tempe
Regulatory Review and Rewrite - Proposed Schedule

